



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Adopt resolution authorizing the City Manager to execute a contract with Liebert, Cassidy and Whitmore to conduct labor negotiations and other employment relations matters

MEETING DATE: December 19, 2001

PREPARED BY: Human Resources Director

RECOMMENDED ACTION: That the City Council approve the contract with Liebert, Cassidy and Whitmore to conduct labor negotiations and other employment relations matters.

BACKGROUND INFORMATION: In March of this year, the City prepared a request for qualifications and proposals from qualified individuals and/or firms to provide labor negotiations services for the City. We received 7 proposals from qualified vendors, and narrowed the final group of consultants to 4 who were invited to participate in an interview process. The consultants were two law firms and two independent providers. The two law firms were Liebert, Cassidy, and Whitmore; and Meyers, Nave. The two independent providers were Becker & Bell, Inc. and Industrial Employers and Distribution Association (IEDA). The interview panel consisted of Janet Keeter, Deputy City Manager; Kirk Evans, Risk Manager, Trish Huarte-Pechan, Deputy CAO, San Joaquin County, and myself.

Although all 4 consultants were impressive, it was the unanimous assessment of the board that Kevin Young, from Liebert, Cassidy, and Whitmore was the best fit for the needs of the City of Lodi. The firm limits itself to the representation of public sector agencies, and is highly regarded in this area. Mr. Young has been with the firm since 1997, and has previously worked as a Deputy City Attorney for the City of San Francisco.

The contract(s) for services are attached for your review.

COST: \$58,200 for fiscal year 2002-2003; cost will vary depending upon number of labor contracts each year.

FUNDING: Not applicable in the current fiscal year. The appropriation for this expenditure will be proposed as a budget amendment item for fiscal year 2002-03.

Respectfully submitted,

Joanne M. Narloch,
Human Resources Director

Cc: City Attorney

APPROVED: _____
H. Dixon Flynn -- City Manager

AGREEMENT FOR SPECIAL SERVICES

This Agreement is entered into between the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation ("Attorney"), and CITY OF LODI, A Municipal Corporation ("City").

1. **Conditions**

This Agreement will not take effect, and Attorney will have no obligation to provide services, until City returns a properly signed and executed copy of this Agreement.

2. **Attorney's Services**

Attorney agrees to provide City with consulting, representational and legal services pertaining to employment relations matters, including representation in negotiations and in administrative and City proceedings, as requested by the City or otherwise required by law.

3. **Fees, Costs, Expenses**

City agrees to pay Attorney the sums billed monthly for time spent by Attorney in providing the services and for reasonable travel time.

The range of hourly rates for Attorney time is from One Hundred Forty - Five to Two Hundred Sixty Dollars (\$145.00 - \$260.00) and Ninety to One Hundred Ten Dollars (\$90.00 - \$110.00) per hour for time of paraprofessional staff. Kevin Young's current billable rate is \$170.00 per hour. Kevin Young will be the exclusive representative for the City unless otherwise agreed upon. Attorneys and paraprofessional staff bill their time in minimum units of one-tenth of an hour. Communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of three-tenths (.30) of an hour.

City agrees to reimburse Attorney for necessary costs and expenses incurred by Attorney on behalf of City. Attorney bills photocopying charges at Fifteen Cents (\$.15) per page and facsimiles charges at One Dollar (\$1.00) per page. A Public Agency Fee Schedule is attached to this Agreement.

Payment by City against monthly billings is due upon receipt of statements, and is considered delinquent if payment is not received within thirty (30) days of the date of the invoice.

4. **Assignment**

This Agreement is not assignable without the written consent of City.

5. **Independent Contractor**

It is understood and agreed that Attorney, while engaged in performing the terms of this Agreement is an independent contractor and not an employee of City.

6. **Term**

This Agreement is effective _____ through July 31, 2002. This agreement shall be terminable by either party upon thirty (30) days written notice.

LIEBERT CASSIDY WHITMORE
A Professional Corporation

CITY OF LODI
A Municipal Corporation

By _____

Date 12/11, 2001

By _____

Date _____, 2001

AGREEMENT FOR SPECIAL SERVICES

This Agreement is entered into between the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation ("Attorney"), and CITY OF LODI, A Municipal Corporation ("City").

1. Conditions

This Agreement will not take effect, and Attorney will have no obligation to provide services, until City returns a properly signed and executed copy of this Agreement.

2. Attorney's Services

Attorney agrees to provide City with consulting, representational and legal services pertaining to employment relations matters, including representation in negotiations and in administrative and City proceedings, as requested by the City or otherwise required by law.

3. Fees, Costs, Expenses

City agrees to pay Attorney the sums billed monthly for time spent by Attorney in providing the services and for reasonable travel time.

In consideration of the services to be provided under this Agreement, the City agrees to pay Attorneys at the rate of Two Thousand Six Hundred Dollars (\$2,600.00) per month for one negotiating unit and Seven Hundred Fifty Dollars (\$750.00) for each additional unit.

The range of hourly rates for Attorney time is from One Hundred Forty - Five to Two Hundred Sixty Dollars (\$145.00 - \$260.00) and Ninety to One Hundred Ten Dollars (\$90.00 - \$110.00) per hour for time of paraprofessional staff. Attorneys and paraprofessional staff bill their time in minimum units of one-tenth of an hour. Communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of three-tenths (.30) of an hour.

City agrees to reimburse Attorney for necessary costs and expenses incurred by Attorney on behalf of City. For negotiation and labor relations services, Attorney waives photocopying and facsimile charges. For other services, Attorney bills photocopying charges at Fifteen Cents (\$.15)

per page and facsimiles charges at One Dollar (\$1.00) per page. A Public Agency Fee Schedule is attached to this Agreement.

Payment by City against monthly billings is due upon receipt of statements, and is considered delinquent if payment is not received within thirty (30) days of the date of the invoice.

4. **Assignment**

This Agreement is not assignable without the written consent of City.

5. **Independent Contractor**

It is understood and agreed that Attorney, while engaged in performing the terms of this Agreement is an independent contractor and not an employee of City.

6. **Term**

This Agreement is effective August 1, 2002 through July 31, 2003 This agreement shall be terminable by either party upon thirty (30) days written notice.

LIEBERT CASSIDY WHITMORE
A Professional Corporation

CITY OF LODI
A Municipal Corporation

By 

By _____

Date 12/11, 2001

Date _____, 2001

I. PUBLIC AGENCY FEE SCHEDULE

(Hourly Rates)

Partners	\$ 200.00 - \$260.00
Associates	\$ 135.00 - \$190.00
Of Counsel	\$ 175.00 - \$210.00
Graduate Legal Assistants	\$ 110.00
Law Clerks	\$ 95.00
Paralegals	\$ 90.00

II. COST SCHEDULE

1. Photocopies	\$ 0.15 per copy
2. Facsimile Transmittal	\$ 1.00 per page

RESOLUTION NO. 2001-302

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE
CITY MANAGER TO EXECUTE A CONTRACT WITH LIEBERT,
CASSIDY, WHITMORE TO CONDUCT LABOR NEGOTIATIONS AND
OTHER EMPLOYMENT RELATIONS MATTERS

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WHEREAS, in March 2001, the City solicited Request for Qualifications and Proposals from qualified individuals and/or firms to provide labor negotiation services for the City of Lodi; and

WHEREAS, seven proposals were received, and four were invited to participate in the interview process; and

WHEREAS, the interview panel recommends approving the contract with Liebert, Cassidy, Whitmore to conduct labor negotiations and other employment relations matters.

NOW, THEREFORE, BE IT RESOLVED, that the Lodi City Council does hereby authorize the City Manager to execute contract with Liebert, Cassidy, Whitmore to conduct labor negotiations and other employment relations matters for fiscal year 2002-03.

Dated: December 19, 2001

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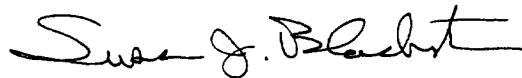
I hereby certify that Resolution No. 2001-302 was passed and adopted by the Lodi City Council in a regular meeting held December 19, 2001 by the following vote:

AYES: COUNCIL MEMBERS – Hitchcock, Howard, Land, Nakanishi,
and Mayor Pennino

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None



SUSAN J. BLACKSTON
City Clerk